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APPROVED

MEMORANDUM June 27, 1985

TO: Boston Redevelopment Authority and
Stephen Coyle, Director

FROM: James English, Project Coordinator

SUBJECT: **CHARLESTOWN NAVY YARD, AUTHORIZATION TO EXECUTE A REVISED LICENSE AGREEMENT FOR EARLY ENTRY TO PROVIDE FOR COMMENCEMENT OF DEMOLITION WORK WITHIN BUILDINGS 33 AND 34**

The Authority has received a request from the First Charlestown Development Group, tentative redeveloper of Buildings 33 and 34 in the Charlestown Navy Yard, (referred to hereinafter as "Developer") to commence certain demolition with respect to Buildings 33 and 34 in the Charlestown Navy Yard pursuant to a License with the Authority.

On November 12, 1982 the tentative designation was approved and on July 12, 1984, the Authority approved and entered into a Management Agreement for Buildings 33 and 34. The Management Agreement contained as an exhibit thereto a license from the Authority to the Developer allowing for the inspection and testing by the Developer and its agents of Buildings 33 and 34. The Developer observed all of the terms and conditions of the license in conducting its inspections and tests.

In order to advance the development of the improvements, as defined in the Management Agreement for Buildings 33 and 34, the Developer has requested that he be allowed to commence certain demolition work prior to the execution of the Leases to be entered into with the Authority. The developer now requests that the Authority license certain demolition activities to be performed prior to the approval of the contract documents, but that such work shall be at the sole risk and cost of the Developer. The license requires that before beginning any demolition on the site the Developer submit to the Authority a copy of the contracts between the Developer and the general contractors engaged in the work to be performed, a copy of the building permits issued by the Inspectional Services Department for the work to be performed, a copy of the payment and performance bonds and insurance certificates as required by the contract documents.

Furthermore, the plans for the demolition have been reviewed by the Authority's staff and the schedule for demolition is in accordance with the schedule for the construction of the improvements.

It is, therefore, recommended that the Authority approve and authorize the execution of the License Agreements by and between the Authority and the Developer for certain demolition work in Buildings 33 and 34.

VOTED: That the Director be, and hereby is, authorized to execute and deliver on behalf of the Authority License Agreements by and between the Authority and the Developers for certain demolition work in Buildings 33 and 34, in substantially the form attached hereto, including the requirement that the Developer commences paying the construction period rent as provided in the Management Agreement, upon execution of said revised license agreement.

LICENSE AGREEMENT

BUILDING 34

CHARLESTOWN NAVY YARD

LICENSE made this day of , 1985 by and between the Boston Redevelopment Authority, a public body, politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws (Ter. Ed.), as amended, (the "Authority") and the First Charlestown Development Group, Inc. (the "Licensee"), a Massachsuetts limited partnership.

WHEREAS, the Licensee is the partnership formed by the tentatively designated redeveloper of the Authority's development parcel known as Building 34 of the Charlestown Navy Yard (the "License Area") in the Charlestown Urban Renewal Area, being the premises shown on a plan entitled "Lease Plan of Land in Charlestown, Mass.", prepared by _____, dated _____; and

WHEREAS, the Authority had granted the First Charlestown Development Group Inc. a license dated _____, for the inspection and performance of tests on the Premises; and

WHEREAS, in furtherance of its development the Licensee desires to gain access to the License Area to begin demolition of certain interior portions of the building on the License Area as set forth on the plans entitled "Building 34", prepared by the Boston Architectural Team, project architect, scale: 1/16"=1', dated _____ ("Demolition Plans"), and in furtherance of the design thereof;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority hereby authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the Premises to undertake such demolition in accordance with the Demolition Plans, and to erect and maintain a sign announcing Licensee's development. The design of and the date of installation of any such sign shall be subject to the Authority's review and approval.

This License is subject to the following terms and conditions:

1. The rights conferred by this License shall commence on the date hereof and shall continue for so long as Licensee shall continue to be the tentatively or finally designated redeveloper of the License Area.

2. In the conduct of the activities authorized by this License, the Licensee shall adhere to provisions of all applicable codes, regulations and ordinances of the City of Boston and the Commonwealth of Massachusetts.

3. The Licensee acknowledges that there are users and occupants of other buildings and parcels within the Charlestown Navy Yard. Licensee shall therefore suitably fence or otherwise barricade any demolition activities conducted on the License Area which, if not so protected, would pose a safety hazard to users of other buildings and parcels within the Charlestown Navy Yard.

4. Licensee agrees that the demolition activity shall be at the sole risk of the Licensee with respect to cost of corrective or additional work which may be required in order to conform to the work described in the approved Contract Documents, as set forth in the Management Agreement referred to in Paragraph 8 hereof. The Licensee agrees to pay, indemnify and save harmless the Authority from all suits, actions, claims, demands, damages or losses,

expenses and/or costs of every kind and description to which the Authority may be subjected or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests or any person or corporation dealing with the Licensee in any way in the occupancy and the use of the License Area. The Authority shall give notice of any such suits, actions, claims, demands, damages, losses, expenses, or costs to the Licensee forthwith, and the Authority shall not object to the intervention of the Licensee in any suit arising out of such claims, demands, losses, expenses or costs.

5. The Licensee shall carry or require that there be carried Workmen's Compensation Insurance for all of its employees and those of its contractors and subcontractors engaged in work on the License Area, in accordance with applicable Workmen's Compensation laws.

The Licensee shall carry or require that there be carried General Public Liability Insurance with bodily injury limits of not less than $1,000,000 for injury to or death of one person, and with such limits of not less than $3,000,000 for injury to or death of more than one person, due to accidents which may occur or result from activities under this License. Such insurance shall cover the use of all equipment, hoists and motor vehicles on the site or hauling materials or debris from the site. The Licensee shall further carry Property Damage Insurance with limits of liability of not less than $1,000,000 for each accident for accidents which might arise from activities under this License. The Authority shall be named as co-insured on all insurance required hereunder. The Licensee agrees to furnish to the Authority proof of such insurance prior to entering the Premises.

6. The Authority shall not be bound to reimburse the Licensee, its agents, employees, contractors and/or subcontractors for any funds expended on the work authorized hereunder.

7. The Licensee shall, if the work herein permitted requires occupancy of a public street or alley, obtain the required permit from the City of Boston before proceeding with such work.

8. The Licensee shall pay to the Authority upon the execution of the License Agreement a monthly rent in an amount equal to fifty (50%) percent of the monthly base rent specified in the Transaction Documents, payable inadvance and prorated if the License Agreement is executed on a day other than the first day of the month. The term "Transaction Documents" referenced herein refer to those certain documents attached to and made a part of the Management Agreement between the Boston Redevelopment Authority and the First Charlestown Development Group, Inc., dated July 12, 1984. Notwithstanding the provisions of the Management Agreement summary which specifies that the fifty (50%) percent rental payment be made commencing with the start of construction, the rental payment set forth herein shall commence upon the execution of this License Agreement.

9. All rubbish and debris caused by the activities permitted herein shall be removed by the Licensee at its expense.

IN WITNESS WHEREOF, the parties hereto have caused this License in four counterparts to be signed, sealed and delivered by their duly authorized officers, respectively as of the day and date first above written.

Signed, sealed and delivered in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

_____

By: _____
Stephen Coyle, Director

FIRST CHARLESTOWN DEVELOPMENT GROUP INC.

_____
Approved as to form:

By: _____

_____
General Counsel